



AAA Flag & Banner Mfg. Co.

Corporate Headquarters
8955 National Blvd
Los Angeles CA 90034
(310) 836-3200

Quote

Quote #	152370
Date	08/28/2015
Expires	11/26/2015
Sales Team	339 RICHARD TAMOUSH

Project Title	REMOVE & REPLACE 30' FLAG POLE PROJECT
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Customer / Contact	Phone	Email
CITY OF LONG BEACH - DEPT. OF ECONOMIC & PROPERTY DEVELOPMENT : JIM FISK	(562) 570-3863	JIM.FISK@LONGBEACH.GOV

Bill To	Ship To
JIM FISK CITY OF LONG BEACH - DEPT. OF ECONOMIC & PROPERTY DEVELOPMENT 333 W. OCEAN BLVD., 3RD FLOOR LONG BEACH CA 90802 United States	JIM FISK CITY OF LONG BEACH - DEPT. OF ECONOMIC & PROPERTY DEVELOPMENT MEDIAN AT 2ND STREET & GLENDORA AVE. LONG BEACH CA 90802 United States

Terms	Due Date	PO #	Shipping Method
COD			AAA FACTORY INSTALLATION

Qty		Each	Total					
1	<table border="1"> <tr><td>Item Name</td></tr> <tr><td>Description</td><td>HARDWARE * 30' FLAG POLE TO MATCH EXISTING - SEE PHOTOS - IT GETS PAINTED LATER BLUE..... THE POLE HAS A 8" BASE.</td></tr> <tr><td>Finishing Notes</td></tr> <tr><td>Production Notes</td></tr> </table>	Item Name	Description	HARDWARE * 30' FLAG POLE TO MATCH EXISTING - SEE PHOTOS - IT GETS PAINTED LATER BLUE..... THE POLE HAS A 8" BASE.	Finishing Notes	Production Notes	\$1,872.50	\$1,872.50
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Production Notes								
1	<table border="1"> <tr><td>Item Name</td></tr> <tr><td>Description</td><td>INSTALLATION - BANNERS * DAY 2 - RIG & SET UP NEW FLAG POLE. 5 HOURS 2 MEN.</td></tr> <tr><td>Finishing Notes</td></tr> <tr><td>Production Notes</td></tr> </table>	Item Name	Description	INSTALLATION - BANNERS * DAY 2 - RIG & SET UP NEW FLAG POLE. 5 HOURS 2 MEN.	Finishing Notes	Production Notes	\$1,250.00	\$1,250.00
Item Name								
Description	INSTALLATION - BANNERS * DAY 2 - RIG & SET UP NEW FLAG POLE. 5 HOURS 2 MEN.							
Finishing Notes								
Production Notes								



152370

	Subtotal	\$4,872.50
	Tax (9%)	\$168.53
Shipping charges are not included, and will be billed at the time of invoice unless listed.	Shipping Cost	TBD
	Total	\$5,041.03

I acknowledge all terms and conditions and that all items above are correct and authorize AAA Flag & Banner to begin work.

Please note that in order to provide color accuracy, correct content and timely delivery, we require color callouts, a proof and timely approval of your artwork. Production time begins at the time of approval and RUSH production will be subject to additional charges. Normal production time is 3 to 5 business days.

AAA is proud to support up-cycling through a network of partners. Please ask your Sales Rep on how you can turn your old banners into a new life & product rather than having them go to the landfills.

Any Collection costs and attorney fees associated with obtaining payment will be the buyers responsibility.

Customer Signature

Payment/Deposit Received	Reference
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152370

TERMS AND CONDITIONS

1. Acknowledgement and Agreement. The Terms and Conditions set forth herein apply to any sale of goods or services by AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to Customer. Customer acknowledges that it has read, understands and agrees to these Terms and Conditions. By agreeing to place an order with AAA Flag, and by accepting the goods and services ordered from and supplied by AAA Flag, Customer shall be deemed to have full knowledge of the Terms and Conditions set forth herein, shall be deemed to have accepted all such Terms and Conditions without objection, and such Terms and Conditions shall be binding in all respects on Customer.
2. Inconsistency and Modification. In the event of any conflict or inconsistency between the Terms and Conditions set forth herein and any term or condition set forth in any Order or in any offer or other form issued by Customer, whether or not such offer or other form is accepted by AAA Flag, the Terms and Conditions set forth herein shall prevail. No waiver, alteration, or modification of the Terms and Conditions set forth herein shall be valid or binding on AAA Flag unless made in writing and signed by a duly authorized representative of AAA Flag.
3. Variations. Customer acknowledges that, due to differences in equipment, materials, inks and other conditions between color proofing and actual production operations, a reasonable variation in color, clarity, brightness, and tone may exist between the proofs provided to Customer and the completed, manufactured goods supplied by AAA Flag. Customer further acknowledges and agrees a variation in appearance, not to exceed ten percent (10%) from the Order submitted by Customer and from any sample provided by AAA Flag is expected and reasonable, is acceptable to Customer, and shall not be deemed to be non-conforming.
4. Permits and Authorizations. Where and as applicable, Customer shall be responsible for providing to AAA Flag all necessary permits and authorizations required for the delivery and/or installation of any goods provided by AAA Flag to Customer, and for maintaining such permits and authorizations in full force and effect. AAA Flag's performance shall be excused, and AAA Flag shall have no responsibility, for any delays arising or resulting from Customer's failure to obtain or maintain such permits or authorizations.
5. Access. Customer shall be responsible for providing to AAA Flag reasonable access to any premises to which goods are to be delivered or services performed by AAA Flag. AAA Flag's performance shall be excused, and AAA Flag shall have no responsibility, for any delays arising or resulting from Customer's failure to provide such access. Customer expressly acknowledges and understands that any delays arising or resulting from Customer's failure to provide such access may result in additional charges being imposed on Customer, and Customer acknowledges and agrees that it will be responsible for all such additional charges.
6. Inspection and Non-Conforming Goods. Customer shall promptly inspect all goods and services provided by AAA Flag and shall notify AAA Flag, in writing within two (2) days after delivery of any nonconformance, including a detailed explanation of the nonconformance, and, if applicable, a statement of intent to reject the nonconforming goods or services. AAA Flag shall have the right and opportunity to inspect, remedy, correct, or replace any nonconforming goods or services prior to any cancellation by Customer.
7. Payment Terms and Conditions. Unless otherwise set forth in a writing prepared and/or signed by AAA Flag, payment for all goods and services provided by AAA Flag shall be net due and payable upon receipt. AAA Flag's terms are that an invoice rendered for the work performed and services provided shall be net due upon receipt and if not paid within thirty (30) days of the date of the invoice, a late payment charge of one and one-half percent (1 ½%) per month, which is an annual rate of eighteen percent (18%), will be calculated on the balance shown on our statement as being past due and payable.
8. Actions or Proceedings to Enforce. If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, or to defend against any action brought by or on behalf of Customer against AAA Flag arising from or related to any goods or services provided by AAA Flag, the attorney's fees and costs for such services incurred by AAA Flag in the successful prosecution or defense of such action shall be the responsibility of customer, and AAA Flag shall be entitled to an award of all such fees and costs it incurred in prosecuting or defending such action.
9. Limited Warranty. AAA Flag warrants to Customer only that for a period of thirty (30) days from delivery of the goods manufactured or services provided by AAA Flag, as delivered: (a) will be free from defects in workmanship and materials, and (b) shall conform to Customer's specifications therefore; provided, that the foregoing warranty applies only to goods and services that have not been damaged, and are used, handled, stored, and maintained under normal use, conditions and service by properly trained personnel. Goods manufactured or services supplied by others are sold exclusively under such warranty as the manufacturer or supplier may give to AAA Flag and to the extent enforceable by AAA Flag. Customer agrees that no distributor, employee or agent of AAA Flag has authority to bind AAA Flag to any affirmation, representation or warranty concerning any goods or services provided by AAA Flag other than those warranties expressly set forth above. AAA Flag's performance shall be excused, and it shall not be liable for any failure of or delay in performance for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to actual or threatened acts of terrorism, riots, power outages, explosions, machinery breakdown, war, strikes or labor disputes, embargoes, government restrictions or regulations, orders, vandalism, misuse of product by Customer or other persons outside of AAA Flag's control, accidents, inability to obtain labor or materials, fire, flood, earthquake, acts of God, or any other force majeure event. In addition, this warranty does not cover any damage to any product provided by AAA Flag, or to any structure or other item or device to which the product is attached, caused by nature such as ice, snow, rain, high winds, gales, hurricanes, tornadoes or other inclement weather. It shall be Customer's sole responsibility to take care of the products, and to take them down as necessary, during any inclement weather.
10. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE PRECEDING PARAGRAPH, ALL GOODS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CAPACITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY EXPRESS WARRANTIES BY REPRESENTATION, DESCRIPTION, OR OTHER AFFIRMATION OF FACT, SAMPLE, OR ILLUSTRATION, WHETHER ORAL, WRITTEN, OR CONTAINED IN ANY LETTER, BROCHURE, WEBSITE, IMAGE OR OTHER MEDIUM. AAA FLAG DOES NOT WARRANT THE PERFORMANCE OR RESULTS OF USING ITS GOODS OR SERVICES.**



11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL AAA FLAG BE LIABLE FOR ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THE MANUFACTURE OR SUPPLY OF ANY GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF AAA FLAG FOR CLAIMS ARISING HEREUNDER OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER. HOWEVER, THIS LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. ANY ACTION ARISING OUT OF THE PURCHASE BY CUSTOMER OF GOODS OR SERVICES FROM AAA FLAG MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
12. **EXCLUSIVE REMEDIES.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AAA FLAG ARISING, DIRECTLY OR INDIRECTLY, OUT OF THE ANY GOODS OR SERVICES PROVIDED BY AAA FLAG IS THE REPLACEMENT OF ANY NONCONFORMING GOOD(S) OR SERVICES, OR AT AAA FLAG'S ELECTION, A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO THE NONCONFORMING GOOD(S) OR SERVICES. NOTHING HEREIN SHALL LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON.
13. **Indemnification.** Customer shall defend, indemnify and hold AAA Flag harmless from and against all claims, liabilities, losses, damages, legal fees and expenses arising or resulting from third party claims arising, directly or indirectly, in connection with the sale, distribution, or use of the goods or services provided by AAA Flag (except as expressly warranted above in Section 9), including, but not limited to, personal injuries (including death) and property damage or loss caused by Customer and/or its affiliates, agents or representatives. Specifically, and without limitation, Customer shall indemnify and hold AAA Flag harmless from any and all claims, liabilities, losses, damages, legal fees and expenses arising or resulting from any claim or proceeding that may be instituted against AAA Flag on grounds alleging that any goods or services provided by AAA Flag to or for the benefit of Customer violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous, slanderous, or invades any person's right to privacy or other personal rights.
14. **Severability.** If any provision of these Terms and Conditions is determined to be illegal or unenforceable, it shall be disregarded and shall not affect the enforceability of any other provision of these Terms and Conditions. Waiver by AAA Flag of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith.
15. **Governing Law and Venue.** The Terms and Conditions shall be governed and construed in accordance with the laws of the State of California without regard to its choice of law principles. All rights and obligations of the parties hereto shall be governed by the laws of the State of California and deemed to have occurred in Los Angeles, California. The sole jurisdiction and venue for the enforcement, interpretation or construction of any portion of a transaction between AAA Flag and Customer, including but not limited to these Terms and Conditions, shall lie in the federal and state courts located in Los Angeles County, California.
16. **Independent Contractor Relationship.** Customer agrees that the business conducted by AAA Flag with respect to Customer is that of an independent contractor and that such is the sole relationship between the parties. Customer is not the representative or agent of AAA Flag, and has no authority, right or ability to bind or commit AAA Flag in any way, and will not attempt to do so or imply that it may do so.

